

THE HONORABLE ROBERT S. LASNIK

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

THUYHONG NGUYEN, an individual,

Plaintiff,

v.

CENTURYLINK, INC., a Louisiana
corporation, and QWEST CORPORATION, a
Colorado corporation,

Defendants.

NO. 2:17-CV-01341

STIPULATION AND ORDER TO
DISMISS PLAINTIFF'S BREACH
OF CONTRACT CLAIM WITH
PREJUDICE

NOTE ON MOTION CALENDAR:
July 24, 2018

Plaintiff Thuyhong Nguyen and Defendants CenturyLink, Inc. and Qwest Corporation (collectively "Parties"), by and through their respective counsel, respectfully move the Court to dismiss Plaintiff's claim for Breach of Contract with prejudice.

In support of this Stipulation, the Parties provide the following facts:

1. On September 9, 2017, Plaintiff filed a Complaint for Damages against Defendant CenturyLink, Inc. Among other claims, Plaintiff brought a claim for Breach of Oral Agreement or Oral Contract. *See Pl.'s Compl. 11:4-16, Dkt. #1.*

2. On June 21, 2018, Plaintiff filed her First Amended Complaint Damages adding Qwest Corporation as a Defendant. The Amended Complaint contained identical claims to the original

STIPULATION AND ORDER TO DISMISS PLAINTIFF'S
BREACH OF CONTRACT CLAIM WITH PREJUDICE

Case No.: 2:17-cv-01341-RSL

Page 1 of 4

**REED
LONGYEAR**
801 Second Avenue, Suite 1415
Seattle, Washington 98104-1517
(206) 624-6271 Fax: (206) 624-6672

1 Complaint, including the claim for breach of contract. *See Pl. 's Amend. Compl. 7:10-22, Dkt.*
2 *#29.*

3 3. The Parties have engaged in discovery and, with the exception of possible 30(b)(6)¹
4 depositions, discovery has concluded.

5 4. Plaintiff no longer wishes to pursue the claim for breach of contract and agrees to
6 dismiss her breach of contract claim with prejudice. This voluntary dismissal should not be
7 construed as a concession regarding the merits of her remaining claims, nor shall it preclude
8 Plaintiff from advancing the legal position underlying her remaining claims with respect to
9 common facts and circumstances.

10 **STIPULATION**

11 IT IS HEREBY STIPULATED AND AGREED by the Parties that Plaintiff's Breach
12 of Contract Claim is dismissed with Prejudice.

13
14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15 DATED July 24, 2018.

16 REED LONGYEAR MALNATI & AHRENS, PLLC

17
18 s/Elizabeth A. Hanley

19 Elizabeth A. Hanley, WSBA # 38233

20 Reed Longyear Malnati & Ahrens, PLLC

21 801 Second Ave., Ste. 1415

22 Seattle, WA 98104

23 Tel. (206) 624-6271

24 Fax (206) 624-6672

Email: ehanley@reedlongyearlaw.com

Attorney for Plaintiff

24 ¹ There is a motion pending before the Court regarding Plaintiff's Notices of 30(b)(6) Deposition.
STIPULATION AND ORDER TO DISMISS PLAINTIFF'S
BREACH OF CONTRACT CLAIM WITH PREJUDICE
Case No.: 2:17-cv-01341-RSL
Page 2 of 4

KIOVSKY DUWALDT, LLC

s/Elizabeth I. Kiovsky

Elizabeth I. Kiovsky, *pro hac vice*
Kiovsky Duwaldt, LLC
2820 Welton St.
Denver, CO 80205
Tel. (303) 320-8301
Fax (866) 804-9379
Email: beth@kdemploymentlaw.com
Attorney for Defendant

LAW OFFICES OF THOMAS J. OWENS

s/Thomas J. Owens

Thomas J. Owens, WSBA #23868
Law Offices of Thomas J. Owens
1001 Fourth Avenue, Suite 4400
Seattle, WA 98154
Tel. (206) 250-0413
Fax (206) 389-1708
Email: towensatty@gmail.com
Attorney for Defendant

ORDER

The Parties' stipulation is adopted. Plaintiff's Breach of Contract claim is dismissed with prejudice.

IT IS SO ORDERED.

DATED: July 27, 2018

Mr S Lasnik
The Honorable Robert S. Lasnik
United States District Court
Western District of Washington